AFFIDAVIT OF MARK L. MCNAMARA

PARISH OF ORLEANS

STATE OF LOUISIANA

BEFORE ME, the undersigned Notary Public, personally came and appeared,

MARK L. MCNAMARA,

who, after being duly sworn, did depose and state as follows:

1. That he is a person of the full age of majority and a resident of the State of Louisiana.

2.

3. That he has been a member of the Louisiana State Bar since 1997.

4. That he is currently employed as an attorney by the law firm of Liskow & Lewis in New Orleans, Louisiana. He has held this position since February, 2007.

Further Affiant sayeth not.

MARK L. MCNAMARA

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 21st DAY OF October, 2014.

NOTARY PUBLIC
COURT C. VANTASSELL
NOTARY PUBLIC
LA BAR NO. 34132
Parish of Orleans, State of Louisiana
My Commission is for Life

FILE COPY

On November 28, 1995, the Department of the Army, Environmental Protection Agency, Department of the Interior, Department of Commerce and Department of Agriculture issued joint federal guidance on implementation and operation of mitigation banks. The guidance requires that each mitigation bank has an enabling instrument which documents concurrence between all involved parties on the objectives of the bank and the manner in which the mitigation bank is implemented, operated and administered.

II. SCOPE OF THIS AGREEMENT

This agreement will serve as the enabling instrument authorizing Lago Espanol, L.L.C., hereinafter referred to as "Sponsor", to establish the Lago Espanol Wetland Mitigation Bank in all lands owned by Sponsor in portions of Sections 32, 33, and 34, Township 8 South, Range 2 East, and Sections 3, 4, 5, 8, 9, 10, 16, 17, 18, and 19, Township 9 South, Range 2 East, Ascension Parish and portions of Sections 2, 11, 12, and 13, Township 9 South, Range 1 East, Sections 5, 7, 8, 17, 18, and 19, Township 9 South, Range 2 East, and Section 32, Township 8 South, Range 2 E, Iberville Parish, located near the communities of Dutchtown and St. Gabriel, Louisiana. The location of the mitigation area is depicted on the attached vicinity map included as Attachment A.

The Lago Espanol Wetland Mitigation Bank as herein defined will operate within the constraints of the National Environmental Policy Act (42 USC 4321 et seq.), the Clean Water Act (33 USC 1251 et seq.), including the Section 404(b)(1) Guidelines (40 CFR 230), Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403), Corps of Engineers regulations (33 CFR 320–330), and all other applicable federal and state laws, and rules and regulations. The program complies with the intent of the February 7, 1990, Department of the Army/Environmental Protection Agency (EPA) Memorandum of Agreement concerning mitigation and the November 28, 1995, Federal Guidance For the Establishment, Use and Operation of Mitigation Banks. It is not the intent of this agreement to construe and/or alter the requirements and agency responsibilities as specified in existing law, regulation or policy.

Under this agreement, it will be the responsibility of Sponsor to successfully complete the following tasks:

1. Implement and maintain a forested wetland mitigation bank as specified in this agreement;

2. Execute and enforce a Conservation Servitude on lands contained within the mitigationbank;

3. Maintain current accounting records;

4. Perform monitoring as necessary to document success and/or failure of the mitigationbank; and

It is the intent of Sponsor to implement the enhancement activities for credits associated with Unit VIII prior to the distribution of any credits. Further, it is the intent of Sponsor to implement the enhancement activities associated with Units III through VII prior to and during the non-growing season beginning in December 1999. Upon approval of this agreement , in accordance with the Louisiana Conservation Servitude Act, a conservation burden will be placed on all lands contained within the mitigation bank. If after ten years from the date of placing a conservation burden on the entire Mitigation Bank there remains acreage that has not been used for the creation of mitigation credits, then the MBRT and Sponsor will review the mitigation project with the possible intent of releasing the unused acreage from the conservation burden. If the sponsor decides to remove acreage from the mitigation bank, then for the sole purpose of ecological benefit and contiguity of conservation lands, the MBRT reserves the right of prioritization of the placement of the conservation burden for any credits sold in conjunction with Units I and II. Through a contractual agreement with individual permit recipients, Sponsor will, for a fee to be paid by permittees, agree to implement any increment of mitigation as specified in DA permits and incur the responsibility for the long-term maintenance, management, protection and overall success of the bottomland hardwood and cypress-tupelo forested wetland enhancement and/or preservation. Sponsor acknowledges that an applicant for a DA permit will not be required to mitigate at the Lago Espanol Wetland MitigationBank. Rather, an applicant may, where appropriate and practicable, be given the option of using the Lago Espanol Wetland Mitigation Bank or propose other means or areas that would successfully meet compensatory mitigation requirements.

IV. EXISTING CONDITIONS

The proposed mitigation bank totals approximately 4,051 acres of primarily forested lands located within the Amite River hydrologic unit (U.S.G.S. Cataloging Unit 08070202) and encompasses portions of Bluff Swamp and Spanish Lake. The subject property is owned and managed by Sponsor. Ten Tracts, numbered 11 through 20, ranging in size from 81 acres to 1,411 acres form five separate units. There are three general habitat types present: bottomland hardwood distributary ridges, bottomland hardwood forest, and swamp. The distributary ridges are interspersed throughout the area and will be included in the bottomland hardwood community.. The distributary ridges are at the highest elevations with typical bottomland hardwood communities at a slightly lower elevation. The distributary ridge and bottomland hardwood habitat types comprise approximately 1,750.13 acres of the mitigation bank. The peaks of the ridges are typically non-wetlands but represent an important component of the ecosystem. The adjoining bottomland hardwood communities experience seasonal backwater flooding. Dominant woody species composition consists of overcup oak, nuttall oak, willow oak, water oak, green ash, american elm, sugarberry, black willow, honey locust, and bitter pecan. Dominant shrub/sapling species include red maple, boxelder, sugarberry, swamp privet, deciduous holly, and planertree. Understory species consist primarily of *Smilax*, poison ivy, muscadine, rattan, and palmetto.

Baldcypress/tupelogum swamp found in the mitigation bank comprises approximately 1,751.39 acres. The swamp habitat is found in the lowest areas on the properties and is permanently or

frequently flooded, Galvez silty clay loam, and Fausse association. All are listed as hydric soils. Additionally, small areas of non-hydric Commerce silt loam or silty clay loam may occur. These small inclusions would be limited to ridges that are interspersed throughout thesubject property.

The Sharkey series, which includes Sharkey clay and Sharkey clay, frequently flooded soils, are poorly drained, very slowly permeable. These soils formed on the lower part of natural levees of the alluvial plain in more than three feet of clayey sediments. Runoff and water movement through the soil is slow. The water table is found within one foot of the surface during the winter months. The wetness of the soil causes poor aeration and restricts the growth of plant roots.

Galvez silty clay loam is a poorly drained soil found on the natural levees on the alluvial plain. Runoff and water movement through the soil is slow; the water table is within three feet of the surface in the winter months.

The Fausse association is comprised of Fausse, Sharkey and Barbary soils. These soils are clayey, very poorly drained , and almost continuously flooded. This association is found in the backswamp area of the alluvial plain. Approximately 75 percent of this association is the Fausse soils and represent the intermediate elevation. The Sharkey soils are located at the higher elevations and the Barbary soils are at the lowest elevations.

The Commerce series soils are poorly drained, slowly permeable, and formed in the loamy sediment on the natural levees on the alluvial plain.

V. WETLAND MITIGATION PLAN

A. PRESERVATION

1. Approximately 1,750.13 acres of mature bottomland hardwood forest will be preserved by filing a conservation servitude on the subject property in accordance requirements specified in Section VIII of this agreement. This acreage encompasses all of Tracts 11 and 19, and portions of Tracts 12, 13, 15, 16, 17, 18, and 20. The preservation of this acreage will be referred to as Unit I.

   Credits derived from the preservation of bottomland hardwood will be used primarily for projects where the impacted habitat is bottomland hardwood wetlands (in-kind functional replacement) and the impacted area continues to be a functional wetland; that is, project results in habitat diminishment or conversion. The management potential for Unit I has been calculated to be0.33. Calculation of the credits required to fulfill compensatory mitigation requirements specified in DA permits will utilize this management potential. Unit I credits may be used for full impact projects; that is, projects in which the wetlands area converted to non-wetlands, should NOD determine that this form of compensatory mitigation is appropriate for a given project. In this situation, the calculation of the credits required w

BALDCYPRESS/TUPELOGUM SWAMP

Baldcypress (Taxodium distichum) - not less than 50 percent of total
Tupelogum (Nyssa aquatica) - not to exceed 25 percent of total
Drummond red-maple (Acer rubrum var. drummondii) - not to exceed 10 percent of total
Buttonbush (Cephalanthus occidentalis) - not to exceed 10 percent of total
Overcup oak (Quercus lyrata) - not to exceed 5 percent of total
Green ash (Fraxinus pennsylvanica) - not to exceed 5 percent of total
Pumpkin ash (Fraxinus profunda) -not to exceed 10 percent of total

Credits derived from performance of the enhancement activity described above will be used primarily for projects where the impacted habitat is baldcypress/tupelogum swamp (in-kind functional replacement). The management potential for Unit III has been calculated to be 0.37. Calculation of the credits to be debited will utilize this management potential.

2. Approximately 131.16 acres, comprising portions of Tracts 12 and 18, will be restored to bottomland hardwood forest. These areas have converted to a fresh marsh system from prolonged inundation due to lack of proper maintenance of existing culverts and improper size or number of culverts. The enhancement of this acreage will be referred to as Unit IV. To accomplish the enhancement, the Sponsor will perform the following actions:

   a) Repair or replace existing culverts, and/or install additional culverts to ensure the appropriate degree of water exchange is provided. All culverts will be maintained in an open and functioning capacity.

   b) Prepare, by mechanical or chemical means, controlled burning, or any combination thereof, depending on site conditions, those portions of the area which are to be planted during a given year.

   c) Plant one to two year-old bare root seedlings 18-inches in length which have been properly handled to ensure viability in the prepared tract during the period of December 15 through March 15 (non-growing season). Depending on availability of seedlings, restored bottomland hardwoods shall consist of a combination of species as described below.

BOTTOMLAND HARDWOODS

Hardmast Species (shall comprise not less than 60 percent nor greater than 70 percent of stand, and no one species to comprise greater than 30 percent)

Nuttall oak (*Quercus nuttallii*)
Overcup oak (*Quercus lyrata*)

Credits derived from performance of the enhancement activities described above will be used primarily for projects where the impacted habitat is bottomland hardwoods (in-kind functional replacement). The management potential for Unit V has been calculated to be 0.24. Calculation of the credits to be debited will utilize this management potential.

4. Approximately 151.0 acres, comprising a portion of Tract 17, have converted to a forested system dominated by black willow. Through improvement of the hydrologic conditions, elimination of the black willow component and subsequent planting with fresh swamp species, this area will be enhanced. The enhancement of this acreage will be referred to as Unit VI. The restoration will employ the activities described above in Section V B(2)(a) through Section V B(2)(f), incorporating the following changes:

Black willow and other undesirable species will be chemically deadened prior to planting the area.

Planting spacing may be altered to accommodate any remaining desirable saplings or mature trees.

Desirable species remaining following site preparation may be counted in the density requirements.

The initial stand density shall not be less than 200 trees per acre and shall conform to the species list identified in Section V B(1).

Credits derived from performance of the enhancement activities described above will be used primarily for projects where the impacted habitat is baldcypress/tupelogum swamp (in-kind functional replacement). The management potential for Unit VI has been calculated to be 0.19. Calculation of the credits to be debited will utilize this management potential.

5. Approximately 72.0 acres, comprising a portion of Tract 13, have converted to a forested system dominated by black willow. Through improvement of the hydrologic conditions, elimination of the black willow component and subsequent planting with fresh swamp species, this area will be enhanced. The enhancement activities will conform to those described above in Section V B(4). Enhancement of this acreage will be referred to as Unit VII.

Credits derived from performance of the enhancement activities described above will be used primarily for projects where the impacted habitat is baldcypress/tupelogum swamp (in-kind functional replacement). The management potential for Unit VII has been calculated to be 0.26. Calculation of the credits to be debited will utilize this management potential.

6. Approximately 111.47 acres, comprising a portion of Tracts 16, have converted to a fresh marsh system from prolonged inundation due to lack of proper maintenance of existing

Initial Criteria

a) Culverts and breaks must be maintained in good working order at all times and of sufficient number and size to provide for the appropriate degree of water exchange required to ensure a viable plant community of the designated habitat type.

b) For a given planting, a minimum of 50 percent (150 seedlings per acre for bottomland hardwood restoration, 100 seedlings per acre for baldcypress/tupelogum swamp) must survive through the end of the first complete growing season (50 percent of the trees planted per acre for Unit III). In bottomland hardwood enhancement areas at least 65 percent of the surviving seedlings must consist of hard mast-producing species. In baldcypress/tupelogum enhancement areas at least 50 percent of the surviving seedlings must be baldcypress. This criterion will apply to initial plantings as well as any subsequent replantings, which may be needed. This criterion does not apply to Unit III.

c) For a given planting, a minimum of 125 trees per acre for bottomland hardwoods or 50 baldcypress trees per acre for baldcypress/tupelogum swamp must survive through the end of the fourth growing season (i.e., Year 5) following successful attainment of the one year (i.e., Year 1) survivorship criterion described in item (b) above. Trees established through natural recruitment of the same age may be included in this tally. Stand composition must comply with the criterion as described in item (b) above. For Unit III only, after the fourth growing season (i.e. Year 5) the stand must be comprised of not less than 50 baldcypress trees per acre and 25 percent of any planted seedlings must have survived.

d) By year 5, any enhanced tract should have an established midstory with a least 75 stems per acre. Species composition shall reflect enhancement plan design. If the midstory does not meet the enhancement plan standards as determined by the MBRT, additional plantings and/or additional breaks in the banks of Bayou Braud may be required.

Long-Term Criteria

a) Planted tracts must respectively exhibit characteristics and diversity indicative of a viable native bottomland hardwood or baldcypress/tupelogum wetland communities which are commensurate with the age of the stand and site conditions.

b) Timber thinning and/or harvesting may be performed pursuant to an approved timber harvest plan outlined below in Section V (E).

c) Human activities, which may cause the degradation of wetland habitat within the mitigation bank, shall not occur without expressed written authorization from MBRT and NOD.

be maintained during all harvest events. Harvested tracts will be replanted, as necessary, with appropriate species.

4) Identification of the boundaries of the specific location proposed to be harvested, the method of conducting the harvest, the type of harvest to be conducted, method of restoration, if necessary, and the criteria for defining the harvest.

5) Loading and transport of harvested timber within an approved compartment shall be accomplished by using existing roads and log-loading decks not to exceed 1 acre in size.

6) Surface contours of any existing unimproved access roads rutted by heavy wheeled or track-type logging equipment shall be restored to pre-existing grade to the maximum extent practicable.

7) At least 3 den and/or cavity trees per acre, if available, shall be preserved throughout harvests. Upon their death, other mature trees shall be identified as den trees so that a minimum of three den trees per acre is present at all times.

8) Following any timber harvest, Sponsor shall conduct a post-harvest inspection in accordance with Section IX of this agreement to verify compliance with the timber harvest plan.

F. PERMIT REQUIREMENTS

The maintenance or replacement of existing culverts, installation of new culverts, and the creation of breaks, existing or new, along the banks of Bayou Braud are activities regulated under Section 404 of the Clean Water Act. Prior to performing these activities, Sponsor must obtain the appropriate Department of the Army permit(s) and any other Federal, state or local approvals as may be required. NOD will process DA permit requests for the enhancement activities as expeditiously as is practicable. It appears that the enhancement activities may qualify for authorization by nationwide permit number 27.

VI. MANAGEMENT OR MITIGATION POTENTIAL OF PRESERVATION AND ENHANCEMENT ACTIVITIES

Because of the difficulty involved in quantitatively measuring the entire array of functions a wetland may perform, habitat quality was used as the basis for determining the amount of wetland mitigation credit which would be produced by bottomland hardwood or baldcypress/tupelogum swamp enhancement and preservation efforts at the Lago Espanol Wetland Mitigation Bank. The habitat assessment models for bottomland hardwoods and swamp were developed by the State of Louisiana, Department of Natural Resources to complement the Wetland Value Assessment Models developed by the Environmental Work Group for evaluation

Espanol Wetland Mitigation Bank will be determined by Sponsor.

During the review of any application for an individual DA permit, NOD will require that all appropriate and practicable steps be taken to avoid and/or minimize potential impacts to wetlands. After all such measures have been incorporated into the project; NOD will investigate the availability and suitability of mitigation measures, which may be necessary to compensate for unavoidable wetland impacts. Should NOD, after consulting with other interested resource and regulatory agencies as necessary, determine that use of this area is appropriate and preferable to onsite mitigation and other offsite mitigation, the applicant will be given the option of fulfilling his compensatory mitigation requirements by contracting with Sponsor to perform the mitigation on his behalf at the Lago Espanol Wetland Mitigation Bank. NOD will advise the applicant of this option and inform him of the number of credits from a specific mitigation area necessary to fully mitigate his project. NOD will calculate the credits required to compensate for the remaining unavoidable wetland impacts of the applicant's project as follows:

1. The impact of the applicant's project will be determined using the January 10, 1994, bottomland hardwood or swamp Habitat Assessment Model, whichever is appropriate. Other assessment methodologies may be substituted as necessary. (For projects resulting in wetland impacts of 1 acre or less, NOD may elect to apply best professional judgement with a minimum 1:1 replacement ratio).

2. The impact of the applicant's project, expressed as net loss of Average Annualized Habitat Units (AAHUs), will be divided by the management or mitigation potential of the mitigation area in effect at the time the impact is proposed. The result will represent the minimum amount of compensatory mitigation required.

If the applicant agrees to fulfill his compensatory mitigation requirements by contracting with Sponsor, NOD will condition the DA permit accordingly. The permit conditions will specify the number of the mitigation area and number of credits to be deducted. The permit conditions will require the applicant to provide NOD with a copy of the contractual agreement with Sponsor.

Upon receipt of a NOD approved request from a permittee to perform mitigation, Sponsor will verify that sufficient credits are available in the specified area. Sponsor will then execute a contract with the permittee which specifies that Sponsor will perform the mitigation required in the Corps permit and will incur the responsibility for the long-term management, maintenance, monitoring and protection of the mitigation wetlands.

Sponsor shall place funds collected from permittees during the course of each year in a federally-insured account and shall utilize these funds to perform the enhancement activities that year. Prior to accepting funds for credits associated with enhancement activities, Sponsor shall establish a financial mechanism, as described in Section X of this agreement, to ensure that sufficient funds are available to perform the agreed-upon mitigation on that tract, to perform corrective actions as needed to meet applicable success criteria and to cover the costs of long-term maintenance and monitoring of the tract. If, for any reason, the accrued funds are insufficient to

b) There shall be no future commercial, industrial, agricultural or residential uses of the property with the exception of oil and gas resource exploration and extraction activities approved by DA permit(s).

c) There shall be no mechanized land clearing or deposition of soil, shell, rock or other fill on the property without written authorization from the Corps of Engineers.

d) There shall be no cutting, removal or destruction of vegetation on the property except in accordance with control of competitive grasses/shrubs required for site preparation and/or in accordance with the timber management plan as specified in this agreement and appropriate DA permits.

e) There shall be no grazing of cattle or other livestock on the property.

f) All other activities, which are inconsistent with the establishment, maintenance and protection of wetlands and the associated habitat values within the mitigation bank and which are not subject to Corps of Engineers regulatory authority, are prohibited.

A copy of the conservation servitude shall be provided to NOD for review and approval prior to filing in the real property records of Ascension and Iberville Parishes. After filing, a copy of the recorded conservation servitude, clearly showing the book, page and date of filing, will be provided to NOD. For each year in which credits are debited from the Lago Espanol Wetland Mitigation Bank, Sponsor shall provide to NOD a plat indicating the location and size of the tract associated with the credits.

The conservation servitude and restrictions therein shall not prevent the continuation of pre-existing uses of the property that do not conflict with the establishment and maintenance of the mitigation bank. The conservation servitude shall allow certain future uses of the property, including hunting, fishing, trapping, non-consumptive recreational pursuits and timber harvesting conducted pursuant to an approved timber harvest plan as identified in Section V (E) of this agreement. The conservation servitude shall run with the land and shall be binding on and all future owners or users of the property but shall be subject to modification through mutual consent by Sponsor, the grantor of the servitude and the Corps.

Waters of the United States including all wetlands situated within the mitigation bank would be subject to all applicable requirements established under the CWA. As such, DA permits will be required for the deposition of dredged or fill material, including mechanized land clearing, in these areas. All requests for permits within the mitigation bank will be coordinated with the MBRT; however, decisions regarding the issuance of such permits will be made by NOD in accordance with applicable permit regulations and guidance and in consideration of impacts to any portion or all of the Lago Espanol Wetland Mitigation Bank. In making its decision, NOD will consider the fact that wetlands within the Lago Espanol Wetland Mitigation Bank have been enhanced and/or preserved to mitigate other wetland impacts. Timber harvesting activities which result in the

2. Sponsor shall, within 60 days following the initial survival survey, provide a written report to NOD indicating the number and species of living seedlings. The report shall also describe the condition of applicable drainage structures, the overall condition of the seedlings, and identify likely causes for observed mortality within those tracts which did not exhibit the appropriate seedling survival rate.

3. If survival criteria is not met as determined by sampling or by observing high mortality in any zone or location within a planted tract, Sponsor shall take appropriate actions, as recommended by the MBRT, to address the causes of mortality and shall replace all dead and/or missing seedlings with new in-kind plantings during the following non-growing season during which appropriate seedlings are available. Replanting, in accordance with this paragraph, and monitoring and reporting, as described in items 1 and 2 above, shall occur annually as needed to achieve and document the required survival rate.

4. If the survival criterion is not met after three unsuccessful attempts, NOD will convene a meeting of the MBRT and Sponsor to decide if replanting should continue. Should the MBRT determine that achieving the required survival rate would not be likely, Sponsor shall be required to provide replacement mitigation for the increment of value which did not accrue within the unsuccessful tracts. Replacement mitigation shall be implemented within one year following the decision to abandon replanting efforts. In addition, the MBRT will reassess the mitigation area to determine if a change in the mitigation or management potential is warranted or if use of the mitigation area should be discontinued. If warranted, a new mitigation or management potential shall be calculated using an appropriate assessment methodology to be determined by the MBRT

5. Sponsor shall continue annual monitoring and reporting of each planting effort, in accordance with the plan described in item 1 above, to verify attainment of the survival criteria in the fourth growing season following successful attainment of Year 1 survivorship and composition criteria. Sponsor shall implement appropriate remedial action to ensure attainment of Year 5 survivorship and composition criteria.

6. Upon attainment of Year 5 criteria in all planted tracts comprising the mitigation area, Sponsor shall randomly establish eight (8), one-tenth-acre permanent continuous forest monitoring plots within in each of the bottomland hardwood enhancement areas and cypress-tupelo enhancement areas. Each plot center shall be identified by a permanent marker, and all trees falling within the monitoring plot shall be permanently tagged and numbered. Sponsor shall, by March 31 of the following year, provide a report to NOD indicating the locations of the plots and documenting the number, species, height and diameters of tagged trees within each plot. The report shall also discuss the general health of the planted trees, describe the vegetative communities (overstory, midstory and understory) developing within and the overall condition of each Unit of the entire mitigation bank. Upon receipt of this report by NOD and confirmation that the mitigation bank is progressing as anticipated, Sponsor may cease annual monitoring and begin monitoring the continuous forest monitoring plots and submitting

hydrologic improvements on contracted mitigation acreage as stipulated in this agreement, to perform subsequent corrective actions which may be needed to meet applicable success criteria (e.g., replanting seedlings, repairing hydrological controls such as culverts, breaks in banks along Bayou Braud) and to monitor and maintain the mitigation bank. Such financial assurances may be in the form of a surety bond, Irrevocable Letter of Credit, or escrow account. If a surety bond is used, the bond shall normally be written by a surety company which is on the most recent U.S. Department of the Treasury Financial Management list of approved bonding companies as published in the Federal Register. If an Irrevocable Letter of Credit or an escrow account is used, the letter or account must be provided by a federally-insured depositor that is "well-capitalized" or "adequately-capitalized" as defined in Section 38 of the Federal Deposit Insurance Act. The dollar amount of financial assurance needed shall be determined based upon the sponsor's projected cost to implement, manage, and maintain the required mitigation; however, the final amount must be approved by NOD. The financial assurance must guarantee performance as identified in this agreement or must guarantee payment of funds to an agency or non-profit conservation entity approved by NOD in the event Sponsor is unable or unwilling to fulfill the obligations as specified in this agreement. Financial assurances will be released on an incremental basis approved by the MBRT.

XI. ACCOUNTING PROCEDURES

Sponsor will be responsible for keeping a current ledger of all transactions at the Lago Espanol Wetland Mitigation Bank. The ledger shall document the following:

1) Name and permit number for each permit recipient who has contracted with Sponsor for mitigation;

2) Date contract was executed;

3) Credits to be deducted from the specific mitigation bank and current balance;

4) Detailed description of the location and type of any mitigation activity performed, and;

5) Map showing the approximate boundaries of the debited credits.

Sponsor shall normally submit this information to NOD by March 31 of each year following the initial debiting but shall provide information on any or all transactions to NOD at any time, upon written request.

XII. ADDENDUMS TO THE MITIGATION BANK

This agreement may be amended to extend mitigation credits for additional enhancement associated with hydrologic improvement activities to areas where the sole basis of mitigation credit is currently preservation on the Lago Espanol Wetland Mitigation Bank as agreed upon by

FILE COPY

Bruce M Monroe

BRUCE M. MONROE
LAGO ESPANOL, L.L.C.
MITIGATION BANK SPONSOR

2-9-99

DATE

FILE COPY

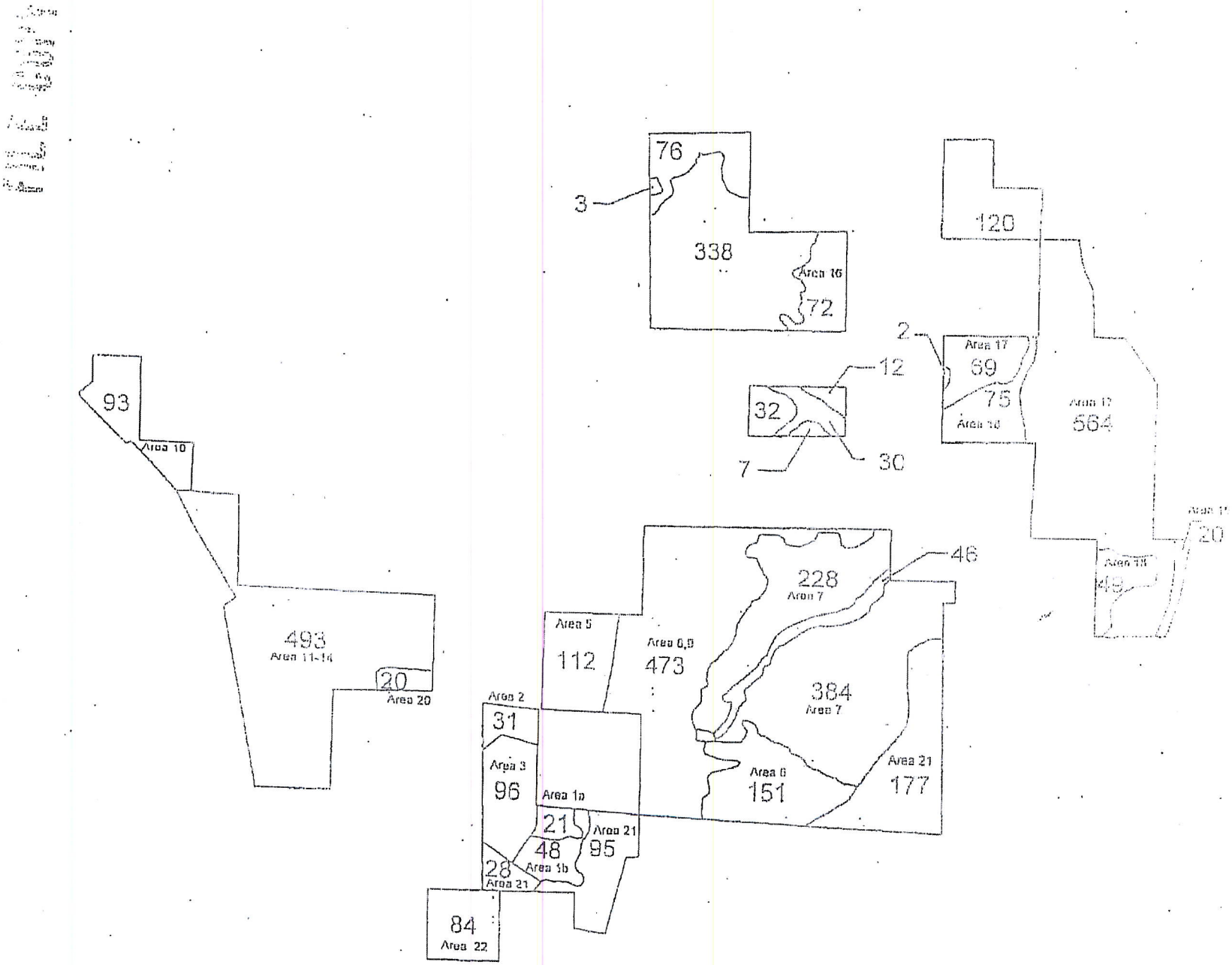
for SAM D. HAMILTON, REGIONAL DIRECTOR
U.S. FISH AND WILDLIFE SERVICE

3/10/99
DATE

INTERAGENCY AGREEMENT FOR LAGO ESPANOL LLC - LAGO ESPANOL WETLAND MITIGATION BANK

JAMES H. JENKINS, SECRETARY
LOUISIANA DEPARTMENT OF WILDLIFE
AND FISHERIES

2/8/99
DATE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Area 20
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Area 1a
Area 6
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Area 18
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- DENKMANN ASSOCIATES LLC
- R L ANDERSON JR
- BARBARA ANTHONY
- BAR JS RANCH INC
- BRENT BOE
- J W BORING
- JODY BOYD
- DIANE AND LARRY DUNN
- JAMES HASTINGS
- ALLEN JOSEPH
- PHILLIP E. LANKFORD
- CECIL W. LOVELL III
- HERMON GENEVIEVE MILTON
- MARK J MILTON
- ANTHONY PARKER
- PAUL & JENNIFER PEPITONE
- ROBERT S. SOULE III
- ZACHARY VON ROSENBERG
- BURTVILLE DEVELOPMENT LLC
- ALAN WATTS
- KEOGH COX & WILSON PSP
- CATHERINE WORD
- JAMES HASTINGS IRA
- CLYDE ANDERSON
- ALLEN & LEBLANC LLC
- JODY BOYD
- MICHAEL & NAOMI DRAGO
- ARLIN FONTENOT
- ARLIN & DIANE FONTENOT
- DIANE FONTENOT
- MICHAEL HOLCOMB
- THOMAS HUBERT
- TODD JACKSON
- HERMAN J. MILLIGAN
- FRANCIS NEZIANYA
- LARRY PERKINS
- MONTY PERKINS
- WILLIAM POWER
- JIMMY QUEBEDEAUX
- REED INVESTMENT TRUST
- GESELLE F. SIMMONS
- THOMAS SLAUGHTER
- GARRET SMITH
- GLENDA D. THOMAS